

TERMS OF USE

The following Terms of Use (the "Agreement") are a legal agreement between Toyota Motor Manufacturing North America, Inc. ("TMMNA"; TMMNA or any other Toyota North American Manufacturing Company or other Toyota affiliate to be a "Toyota Party") and any user of the Toyotasupplier.com website (a "User").

A User also includes any party (including a Toyota supplier) using Toyotasupplier.com as a gateway to the "Toyota Supplier Network" which includes (1) the TMMNA World Wide Automotive Real Time Purchasing System ("WARP"), (2) the WARP Supplier Interface (the "Supplier Interface") and (3) all future electronic and Internet applications developed by TMMNA (collectively, the "Toyota Supplier Network"). By accessing, browsing and/or using the Toyotasupplier.com website, each User acknowledges that it has read, understands and agrees to be bound by this Agreement. References to TMMNA, where applicable, include all other Toyota Parties. References to Toyotasupplier.com include all other and future electronic and Internet applications developed by TMMNA.

USE OF TOYOTASUPPLIER.COM

User will use Toyotasupplier.com only for lawful purposes. User agrees to take all necessary precautions to ensure that all content or other material posted or made available within Toyotasupplier.com does not contain any viruses or other computer programming that may damage or interfere with the operations of Toyotasupplier.com. User also agrees to comply with all procedures, rules and policies established by TMMNA for Toyotasupplier.com and the Toyota Supplier Network, and all applicable federal, state and local laws and regulations applicable to such systems (collectively, "System Requirements"), including without limitation, the Communications Decency Act (47 U.S.C. §223 et. seq.) and the Digital Millennium Copyright Act (17 U.S.C. § 101 et. seq.).

User will not violate the privacy rights of other users of Toyotasupplier.com, or disclose, copy, alter or modify the software or other functions of Toyotasupplier.com. User will not violate the rights of TMMNA, directly or as a licensee or licensor of third party software or other property, in any TMMNA Materials (defined below in this Agreement). User will not use Toyotasupplier.com in any way which is in conflict with or contrary to any System Requirements. User will not copy, modify, adapt, distribute, transmit, remove or delete the TMMNA Materials or the content and information provided by TMMNA as part of Toyotasupplier.com.

User will not transmit through Toyotasupplier.com any unlawful, harmful, threatening, abusive, harassing, defamatory, obscene, sexually explicit, racially, ethnically or otherwise objectionable material of any kind. User will not allow for or create a link to Toyotasupplier.com, or create any frames at any other sites pertaining to any of the content or TMMNA Materials in or on Toyotasupplier.com.

USE OF TOYOTASUPPLIER.COM---PRIVATE SITES

User may access the Toyota Supplier Network, WARP Supplier Interface and future electronic and Internet applications developed by TMMNA through Toyotasupplier.com. The Toyota Supplier Network is a private area of the website, operated and maintained as a secure, private site. It is operated primarily for suppliers who (1) provide parts and components, raw materials, tools, supplies, direct and indirect services and other Items and Services (as that term is defined in the existing written Terms and Conditions between the parties) utilized directly or indirectly in the manufacture and sale of vehicles under the nameplates of Toyota Motor Corporation (collectively, "Active Suppliers") and (2) are approved users (by TMMNA) of the Toyota Supplier Network. The WARP Supplier Interface portion of the Toyota Supplier Network is also a private area, operated and maintained as a secure, private site. It is

maintained primarily for Active Suppliers who provide parts and components to Toyota Parties. All such Items and Services, including parts and components, are provided to Toyota Parties pursuant to purchase orders, the existing written Terms and Conditions between the parties and such electronic terms and conditions as are provided for as part of the Toyota Supplier Network. Provisions of Toyotasupplier.com and this Agreement may also control the terms for providing Items and Services to Toyota Parties.

In addition to the agreements set forth in this Agreement for Toyotasupplier.com, the purchasing relationship between all Toyota Parties and all Active Suppliers will be subject to both the Privacy Statement and Legal Notices Terms and Conditions posted as part of the Toyota Supplier Network and the existing written Terms and Conditions between the applicable Toyota Party and Active Supplier. In the event of inconsistencies, conflicts, ambiguities or other disagreements between (1) the Toyotasupplier.com website and this Agreement and (2) the provisions of the Toyota Supplier Network, then the provisions of the Toyota Supplier Network, as provided for in the Privacy Statement and Legal Notices Terms and Conditions, shall control.

TERMINATION OF ACCESS

TMMNA shall have the right to terminate, limit or suspend the access of User to all or any part of Toyotasupplier.com at any time, with or without notice, for any conduct that TMMNA determines is in violation of this Agreement, any applicable System Requirements, or is otherwise detrimental to the use and operation of Toyotasupplier.com.

DISCLAIMER

TOYOTASUPPLIER.COM AND THE TOYOTA SUPPLIER NETWORK AND ALL MATERIALS, INCLUDING, WITHOUT LIMITATION, ANY ELECTRONIC FORMS, MANUALS, DATA, CONTENT, INFORMATION AND SOFTWARE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND. TMMNA, WITHOUT LIMITING THE FOREGOING, SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO: (1) WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT OF INTELLECTUAL PROPERTY, OR FITNESS FOR ANY PARTICULAR PURPOSE AND (2) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, APPROPRIATENESS, RELIABILITY, TIMELINESS, USEFULNESS, OR OTHERWISE OF TOYOTASUPPLIER.COM AND THE TOYOTA SUPPLIER NETWORK, ITS CONTENT, ANY ELECTRONIC FORMS OR MATERIALS OR ANY INFORMATION OR CONTENT POSTED ON OR OTHERWISE ACCESSIBLE VIA TOYOTASUPPLIER.COM AND THE TOYOTA SUPPLIER NETWORK. IN NO EVENT SHALL TMMNA, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, AFFILIATES, SUCCESSORS OR ASSIGNS, BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION) ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE TOYOTASUPPLIER.COM AND THE TOYOTA SUPPLIER NETWORK, INCLUDING ANY ELECTRONIC FORMS, MANUALS, DATA, CONTENT, INFORMATION AND SOFTWARE, EVEN IF TMMNA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USE OF TOYOTASUPPLIER.COM AND THE TOYOTA SUPPLIER NETWORK IS AT THE SOLE RISK OF USER, AND TMMNA SHALL NOT BE RESPONSIBLE FOR ANY TERMINATION, INTERRUPTION OF SERVICES, DELAYS OR ERRORS IN THE OPERATION OR USE OF TOYOTASUPPLIER.COM AND THE TOYOTA SUPPLIER NETWORK. THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

LIMITATION OF LIABILITY

Toyotasupplier.com and the Toyota Supplier Network utilize the Internet to transport data and communications. TMMNA will take reasonable security precautions to safeguard data and communications. TMMNA has no liability for interception of any such data or communications. TMMNA, its officers, directors, employees, parent companies, affiliates, successors or assigns, shall not be liable to any User or other party for any indirect, direct, special, punitive, incidental or consequential damages (including, but not limited to, damages for loss of business profits, business interruption, loss of programs or information, and the like; collectively, "Damages"), arising in any way out of the availability, use, reliance on, or inability to use Toyotasupplier.com and the Toyota Supplier Network. TMMNA, its officers, directors, employees, parents, affiliates, successors or assigns, and any third party working with TMMNA to provide services to User, shall not be responsible for any Damages caused by (1) communications line failure, systems failure, and other occurrences beyond its control related to the operation of the Toyotasupplier.com, or (2) any unauthorized use of the Toyotasupplier.com by any unauthorized user (including current or former representatives, employees, agents or other personnel of User) or third party who gains access to Toyotasupplier.com or the Toyota Supplier Network, (3) a breach of the Privacy Statement by TMMNA, other than in the case of an intentional act by TMMNA, or (4) any breach of System Requirements by TMMNA (other than in the case of intentional conduct by authorized TMMNA employees, or as a result of any intentional or unintentional conduct, including negligence, by User or its representatives. TMMNA will not be responsible for any costs User incurs to connect to Toyotasupplier.com and the Toyota Supplier Network. This section shall survive termination or expiration of this Agreement.

Links or references to other sites may be included on Toyotasupplier.com. TMMNA has no responsibility for the content of these other sites, does not make any representations or give any warranties with respect to any information contained at or made available through these other sites and shall not be liable for any Damages arising from the content of these other sites.

RESTRICTIONS ON USE OF MATERIALS

Toyotasupplier.com and the Toyota Supplier Network are owned and operated by TMMNA. The site contains trademarks, service marks, logos, copyrights, proprietary information, intellectual property, licensed rights and other content owned by TMMNA including, but not limited to, data, software, text, graphics, logos, button icons, images, audio clips, designs, illustrations, configurations, displays, screens, concepts and other materials and information appearing on, displayed in connection with, or embodied in Toyotasupplier.com (collectively, "Materials"). TMMNA Materials include intellectual property, as designated by TMMNA. As between User and TMMNA, TMMNA is the sole owner of all Materials on the Toyotasupplier.com site. Except as authorized by this Agreement, any use of TMMNA Materials by User is strictly prohibited. No Materials provided to Supplier by TMMNA, as part of Toyotasupplier.com, the Toyota Supplier Network or from any other website owned, operated, licensed or controlled by a Toyota Party may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, in any forms, media or technologies now existing or hereafter developed, except that User may download Materials on any single computer for use only in conformity with all System Requirements. Nothing contained in this Agreement shall be construed as conferring to User any license, title or ownership of or to any Materials.

PRIVACY; SECURITY

User will be required to provide personal and other information on the public area of Toyotasupplier.com. TMMNA reserves the right to collect and use personal information, data and other

Materials from Toyotasupplier.com in accordance with its [Privacy Statement](#) posted on Toyotasupplier.com, as that statement is modified from time-to-time.

TMMNA has in place security measures and protocols designed to help protect against the risk of loss, misuse and alteration of any information or Materials. Notwithstanding the use of such measures and protocols, TMMNA is not responsible for any damages or liabilities relating to security failures.

CHANGES AND UPDATES

TMMNA may make changes to this Agreement and Toyotasupplier.com from time to time, including changes to content, additional or modified programs or services, and elimination of programs or services. Any such changes may be made at any time without notice.

This Agreement and Toyotasupplier.com may be updated, revised or modified by TMMNA from time to time and at any time. All such updates, revisions or modifications will be effective when published by TMMNA. TMMNA will make reasonable efforts to provide notice to User of any updates, revisions or modifications, but shall not be obligated to provide any specific notice to User. Notice may be given in any manner TMMNA deems reasonable, including posting which appears on this page of Toyotasupplier.com. User is encouraged to check for changes to this Agreement and Toyotasupplier.com regularly. By using Toyotasupplier.com and the Toyota Supplier Network following any modifications to this Agreement, User will have confirmed its acceptance of the modification by ongoing use of Toyotasupplier.com and/or the Toyota Supplier Network.

OTHER

This Agreement shall be governed by the Laws of the State of Kentucky, without giving effect to any principles of conflicts of law. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Agreement and shall not affect the validity and enforceability of any remaining provisions. TMMNA controls Toyotasupplier.com and the Toyota Supplier Network from its offices in the United States of America. Users who access this network from other locations do so on their own initiative, and are responsible for compliance with local laws. User agrees that any claim or dispute with TMMNA or relating in any way to Toyotasupplier.com and the Toyota Supplier Network shall be commenced and heard in the courts of the State of Kentucky, County of Kenton, and User agrees and expressly consents to the exercise of personal jurisdiction in the courts of the State of Kentucky in connection with any such claim or dispute.

User shall be bound by any electronic affirmation, assent or agreement transmitted through Toyotasupplier.com to TMMNA, including but not limited to, any consent Supplier gives to receive communications from TMMNA solely through Toyotasupplier.com or Toyota Supplier Network electronic transmission. User agrees that any decision or action to click on an "I agree", "I consent" or other similarly worded "button" or entry field using a mouse, keystroke or other computer device, will be its agreement to such decision or action, and will be legally binding and enforceable and the legal equivalent of the handwritten signature of User.

PRIVACY STATEMENT

As part of its ongoing commitment to its suppliers and other users of Toyotasupplier.com, Toyota Motor Manufacturing North America, Inc. ("TMMNA" ; TMMNA or any other Toyota North American Manufacturing Company or other Toyota affiliate to be a "Toyota Party") makes reasonable efforts to protect the privacy of any user of the Toyotasupplier.com website (a "User") by maintaining the following privacy policy ("Privacy Statement"). This Privacy Statement is part of the Agreement concerning the terms of use for the Toyotasupplier.com website.

COLLECTION OF BASIC USER INFORMATION

TMMNA may collect information from all Users of the Toyotasupplier.com website and Toyota Supplier Network ("Basic User Information"). User Information will include names and addresses for Users, and other information which identifies and describes a User. TMMNA will use Basic User Information for its ordinary course of business purposes, and to notify and communicate with Users concerning ongoing changes, modifications and additions to the Toyotasupplier.com website and the Toyota Supplier Network. TMMNA reserves the right to use and disclose Basic User Information for its own internal purposes and for TMMNA promotional purposes. Except with respect to its right to disclose Site Data (defined below), TMMNA will not otherwise disclose Basic User Information to any third party, unless required to do so by applicable law or court order, without the prior consent of the applicable User.

SITE CONTENT

In the course of the use of Toyotasupplier.com and the Toyota Supplier Network, Users will provide and obtain information, data, content and other materials to and from TMMNA on a regular basis, both online and by other means ("Site Content"). All Site Content will be maintained by TMMNA and by User as confidential information and, with the exception of the right of TMMNA to disclose Site Data, will not be disclosed to any third party unless required to do so by applicable law or court order.

TRACKING INFORMATION

Toyotasupplier.com uses an infrastructure which maintains a record detailing the use of the website each time a User accesses Toyotasupplier.com. The information captured includes the domain name of the User, web page entry and exit points to the Toyotasupplier.com website, a history of the pages visited by a User on the Toyotasupplier.com website and the amount of time spent on the site (collectively, "Tracking Information"). TMMNA uses Tracking Information to study and develop usage trends, demographic analysis, statistical data and for other business purposes. Tracking Information will be considered confidential information and will not be disclosed to any third party unless required to do so by applicable law or court order. Cookies, which enable TMMNA to identify Users of Toyotasupplier.com and to provide customized content and data to Users, are used by TMMNA and User consents to the use of cookies by accessing, browsing and/or using the Toyotasupplier.com website.

GENERAL CONSENT

TMMNA reserves the right to collect Basic User Information, Site Data, Tracking Information and other information collected through cookies (“Site Data”). TMMNA further reserves the right to use all Site Data for its own business purposes, including monitoring the use of Toyotasupplier.com and the activity of any User, and for other general commercial purposes. In any commercial use of Site Data, TMMNA agrees not to provide Site Data to any third party which identifies particular Users or specific transactions.

GENERAL

This Privacy Statement and Toyotasupplier.com may be updated, revised or modified by TMMNA from time to time and at any time. All such updates, revisions or modifications will be effective when published by TMMNA. TMMNA will make reasonable efforts to provide notice to User of any updates, revisions or modifications, but shall not be obligated to provide any specific notice to Users. Notice may be given in any manner TMMNA deems reasonable, including posting which appears on this page of Toyotasupplier.com. User is encouraged to check for changes to the Privacy Statement and Toyotasupplier.com regularly. By using Toyotasupplier.com and the Toyota Supplier Network following any modifications to the Privacy Statement, User will have confirmed its acceptance of the modification by ongoing use of Toyotasupplier.com and/or the Toyota Supplier Network.

Users may access Site Data specific to such User pursuant to such procedures and requirements as are maintained by TMMNA. In the event of errors and omissions, User may notify TMMNA according to such notice procedures as are established by TMMNA. Procedures for notifying TMMNA will be posted on this page of Toyotasupplier.com. TMMNA will make reasonable efforts to correct all errors and omissions within a reasonable time.

[Back to Terms of Use](#)